

SENATE BILL 1922

By Woodson

AN ACT to amend Tennessee Code Annotated, Title 66,
Chapter 7, Part 1, relative to the termination of
residential lease or rental agreements under
certain circumstances.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 66, Chapter 7, Part 1, is amended by
adding the following as a new section:

(a) This section shall be known and may be cited as the "Safe Home Act."

(b) As used in this section, unless the context otherwise requires, "household
member" means a member of the tenant's family who lives in the same household as the
tenant.

(c) The general assembly finds and declares that:

(1) Domestic abuse, sexual assault, and stalking are widespread societal
problems that have devastating effects for individual victims, their children, and
their communities;

(2) Victims of this type of violence may be forced to remain in unsafe
situations because they are bound by residential lease agreements;

(3) The inability of victims to terminate their rental agreements hinders or
prevents victims from being able to safely flee domestic abuse, sexual assault, or
stalking;

(4) Numerous studies show that victims of these crimes who do not have
access to safe housing are more likely to remain in or return to abusive or
dangerous situations; and

(5) Victims of these crimes are further victimized when they are unable to obtain or retain alternate rental housing because of numerous factors, such as a poor credit rating, caused by their history as a victim of these crimes.

(d) The purpose of this section is to promote the state's interest in reducing domestic abuse, sexual assault, and stalking by enabling victims and their families to flee existing dangerous housing in order to leave violent or abusive situations, achieve safety, and minimize physical and emotional injuries, and to reduce the devastating economic consequences thereof. The assistance and cooperation of the entire community, including landlords, neighbors, and employers, is necessary to reduce the incidence of domestic abuse, sexual assault, and stalking in our State.

(e)

(1) A tenant who meets the requirements established in this subsection (e) shall have the right to terminate a residential rental agreement or lease agreement entered into or renewed on or after July 1, 2011, upon the tenant providing the landlord with written notice stating that the tenant or a household member is the victim of domestic abuse, sexual assault, or stalking as defined in § 36-3-601. In order for a tenant to terminate the tenant's rights and obligations under the rental agreement and vacate the dwelling without liability for future rent and early termination penalties or fees, the tenant must provide the landlord with:

(A) Written notice requesting release from the rental agreement;

(B) A mutually agreed on release date within the next thirty (30) days from the date of the written notice; and

(C) Any one of the following:

(i) A copy of a valid order of protection issued or extended pursuant to § 36-3-605 following a hearing at which the court

found by a preponderance of the evidence that the tenant or household member is a victim of domestic abuse, sexual assault, or stalking; or

(ii) A written report from a domestic abuse shelter, sexual assault center, or child abuse agency, signed by the agency director or other authorized official, stating that the tenant or household member is receiving services provided to victims of domestic abuse, sexual assault, or stalking along with a safety plan recommending the relocation.

(2) Any documentation the tenant offers in support of the termination request must be dated no more than sixty (60) days prior to the tenant's notice to the landlord.

(3)

(A) Unless otherwise required by law or a court of competent jurisdiction, a landlord shall not reveal any identifying information concerning a tenant who has terminated a lease pursuant to this subsection without the written consent of the victim.

(B) As used in this subdivision (e)(3) "identifying information" means the home and work addresses and telephone numbers, social security number, and any other information that could reasonably be used to locate the whereabouts of the former tenant.

(4) The tenant shall vacate the premises within thirty (30) days of giving notice to the landlord or at such other time as may be agreed upon by the landlord and the tenant.

(f) A tenant terminating the rental agreement as pursuant to this section is responsible for:

- (1) The rent payment for the full month in which the tenancy terminates;
- (2) An additional amount equal to one (1) month's rent; and
- (3) Any previous obligations outstanding on that date.

(g) Nothing in this section shall be construed to:

- (1) Release other parties to the rental or lease agreement from their obligations under such agreement;
- (2) Authorize the landlord to terminate the tenancy and cause the eviction of a residential tenant solely because the tenant is a victim of domestic abuse, sexual assault, or stalking; or
- (3) Authorize the landlord or tenant, by agreement, to waive or modify any of the provisions of this section.

SECTION 2. This act shall take effect July 1, 2011, the public welfare requiring it and shall apply to any rental agreement or lease entered into or renewed on or after such date.